

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JEREMY LEVIN and DR. LUCILLE LEVIN,	:	Case No. 09 Civ. 5900 (RPP) (MHD)
Plaintiffs,	:	
-against-	:	DECLARATION OF CHRISTOPHER J. ROBINSON IN SUPPORT OF MOTION FOR DISCHARGE JUDGMENT AND AWARD OF ATTORNEYS' FEES
BANK OF NEW YORK, JPMORGAN CHASE, SOCIETE GENERALE and CITIBANK,	:	
Defendants.	:	

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THE BANK OF NEW YORK MELLON, et al.,	:	
Third-Party Plaintiffs,	:	
-against-	:	
STEVEN M. GREENBAUM, et al.,	:	
Third-Party Defendants.	:	

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THE BANK OF NEW YORK MELLON, et al.,	:	
Third-Party Plaintiffs,	:	
-against-	:	
THE ESTATE OF JAMES SYLVIA and LYNNE MICHOL SPENCER, et al.,	:	
Third-Party Defendants.	:	

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THE BANK OF NEW YORK MELLON, et al.,	:	
Third-Party Plaintiffs,	:	
-against-	:	

ESTATE OF MICHAEL HEISER, et al.,

Third-Party Defendants. :
-----x

JPMORGAN CHASE BANK, N.A., :

Third-Party Plaintiff, :

-against- :

[REDACTED], et al.,

Third-Party Defendants. :
-----x

CITIBANK, N.A., :

Third-Party Plaintiff, :

-against- :

[REDACTED], et al., :

Third-Party Defendants. :
-----x

THE BANK OF NEW YORK MELLON, :

Third-Party Plaintiff, :

-against- :

[REDACTED], et al., :

Third-Party Defendants. :
-----x

THE BANK OF NEW YORK MELLON, :

Third-Party Plaintiff, :

-against- :

[REDACTED], :

Third-Party Defendant. :
-----x

SOCIÉTÉ GÉNÉRALE, :
-----x

Third-Party Plaintiff, :
-----x

-against- :
-----x

[REDACTED], et al., :
-----x

Third-Party Defendants. :
-----x

CHRISTOPHER J. ROBINSON, declares under penalty of perjury as follows:

1. I am a member of the law firm of Davis Wright Tremaine LLP, counsel for Citibank, N.A. (“Citi”) in the above-captioned proceedings. I make this Declaration with respect to the cross-motion of co-defendant banks JPMorgan & Co., J.P. Morgan Chase Bank, N.A. (together “JPMorgan”) and The Bank of New York Mellon (“BNY Mellon”), filed June 17, 2011 (the “Motion”), and to inform the Court that Citi joins the Motion.

2. In the Motion, JPMorgan and BNY Mellon move for the entry of a judgment, to the extent that the Court awards any of the Phase 1 Assets held by those parties to the plaintiffs or any of the third-party defendants, discharging JPMorgan and BNY Mellon from liability to the third-party defendants and all other persons and containing appropriate provisions to preserve their rights to recover their reasonable attorneys’ fees and expenses in connection with the interpleader proceedings that they have brought. Citi joins the Motion with respect to Phase 1 Assets held by Citi.

3. As set forth in the Declaration of Kelley J. Nevling, Jr. in Support of Motion for Discharge Judgment and Award of Attorney' Fees, also filed June 17, 2011 ("Nevling Declaration"), this Court has already held in its Rule 54(b) judgment entered on March 4, 2011 that Citi, along with the other co-defendant banks (together, the "Banks"), is entitled to the entry of a judgment discharging it from any and all liability to the third-party defendants that the Banks have brought before this Court via proceedings in the nature of interpleader. For the reasons set forth in the Memorandum of Law in support of the Motion, also filed June 17, 2011, as an interpleading stakeholder, Citi, along with the other co-defendant banks, is also entitled to recover the reasonable attorneys' fees and expenses incurred by it in connection with the interpleader proceedings that they have instituted.

4. Citi shares the concerns of JPMorgan and BNYMellon that any discharge order entered with respect to Phase 1 Assets should include an order to the Heiser Judgment Creditors that they enter final judgments with respect to the Phase 1 Assets in other actions pending in this Court. The proposed order appended to the Nevling Declaration at Exhibit A (the "Proposed Modified Judgment") includes such a provision with respect to the actions in which Citi-held Phase 1 Assets have been named, i.e. *Estate of Heiser v. Citibank, N.A.*, 11 Civ. 1598 (S.D.N.Y.) and *Estate of Heiser v. JP Morgan Chase Bank, N.A. and Citibank, N.A.*, 11 Civ. 2570 (S.D.N.Y.).

5. Citi has also calculated its attorneys' fees with respect to the interpleader proceedings and has been taking part in the good-faith negotiations with the Levins, the Greenbaum and Acosta Judgment Creditors and the Heiser Judgment Creditors (the "Settling Parties") to resolve that issue. Because Citi shares Mr. Nevling's

concerns that an additional period of time beyond June 21, 2011 may be necessary for the Banks and the Settling Parties to resolve the matter, Citi endorses the provisions set forth in the Proposed Modified Judgment.

6. Accordingly, Citi joins the Motion and requests that this Court enter the Proposed Modified Judgment.

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct. Executed in New York, New York on June 17, 2011.

Dated: June 17, 2011
New York, New York

s/Christopher J. Robinson
Christopher J. Robinson